Case 14-23665-JAD Doc 176 Filed 03/20/18 Entered 03/20/18 11:51:48 Desc Main

Document Page 1 of 11 IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN KE:	
Thomas C. Clowney,) Bankruptcy No. 14-23665-JAD
Debtors.) Chapter 13) Document No.
Thomas C. Clowney,) Related to Doc. No.
Movant,)
v.)
Credit Acceptance,)
Thompson Law Group, P.C., and)
Ronda J. Winnecour, Trustee,)
,)
Respondents.	,)

DIDE

NOTICE OF PROPOSED MODIFICATION TO CONFIRMED PLAN DATED FEBRUARY 22, 2017

- 1. Pursuant to 11 U.S.C. Section 1329, the Debtor has filed an Amended Chapter 13 Plan dated March 20, 2018, which is annexed hereto as Exhibit "A" (the "Amended Chapter 13 Plan"). Pursuant to the Amended Chapter 13 Plan, the Debtor seeks to modify the confirmed Plan in the following particulars:
- a) Debtor's Plan is being modified to surrender the debtor's vehicle; and
- b) Debtor's Plan is being modified to account for the fee application of Thompson Law Group; and
- c) Debtor's Plan will have no impact on any additional creditors.
- 2. The proposed modification to the confirmed Plan will impact the treatment of the claims of the following creditors, and in the following particulars:
- c) Debtor's Plan is being modified to surrender the debtor's vehicle; and
- d) Debtor's Plan is being modified to account for the fee application of Thompson Law Group; and
- c) Debtor's Plan will have no impact on any additional creditors.
- 3. Debtor submits that the reason for the modification is as follows:
- e) Debtor's Plan is being modified to surrender the debtor's vehicle; and
- f) Debtor's Plan is being modified to account for the fee application of Thompson Law Group; and
- c) Debtor's Plan will have no impact on any additional creditors.
- 4. The Debtor submits that the requested modification is being proposed in good faith, and not for any means prohibited by applicable law. The Debtor further submits that the proposed

Case 14-23665-JAD Doc 176 Filed 03/20/18 Entered 03/20/18 11:51:48 Desc Main Document Page 2 of 11 modification complies with 11 U.S.C. Sections 1322(a), 1322(b), 1325(a) and 1329 and, except as set forth above, there are no other modifications sought by way of the Amended Chapter 13 Plan.

WHEREFORE, the Debtor respectfully requests that the Court enter an Order confirming the Amended Chapter 13 Plan, and for such other relief the Court deems equitable and just.

RESPECTFULLY SUBMITTED, this 20th Day of March 2018.

By: s/Brian C. Thompson
Attorney for Debtor(s)
PA ID-91197
THOMPSON LAW GROUP, P.C.
125 Warrendale-Bayne Rd., Suite 200
Warrendale, Pennsylvania 15086
(724) 799-8404 Telephone
(724) 799-8409 Facsimile
bthompson@thompsonattorney.com

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Fill in this info	ormation to identify	y your case:				
Debtor 1	Thomas First Name	C. Middle Name	Clowney Last Name		plan, and list	
Debtor 2 (Spouse, if filing)	First Name	Middle Name	Last Name		sections of the been changed 2.1, 3.1, 3.5, 4.3	e plan that have d.
United States Bar	nkruptcy Court for the	Western District of F	^o ennsylvania		2.1, 3.1, 3.5, 4.3	
Case number (if known)	14-23665-JAD)				
Western I	District of P	ennsylvan	iia			
	13 Plan	•				
Part 1: Noti	This form sets of indicate that the	e option is appro	opriate in your circ	e in some cases, but the prese cumstances. Plans that do n lan control unless otherwise o	ot comply with loc	al rules and judicia
	In the following no	otice to creditors,	you must check each	box that applies.		
o Creditors:	YOUR RIGHTS N	MAY BE AFFECTI	ED BY THIS PLAN.	YOUR CLAIM MAY BE REDUC	CED, MODIFIED, OR	ELIMINATED.
		this plan carefully y wish to consult o	•	our attorney if you have one in t	his bankruptcy case.	If you do not have
	ATTORNEY MUSTHE CONFIRMA PLAN WITHOUT	ST FILE AN OBJ ATION HEARING, FURTHER NOTI	ECTION TO CONFI UNLESS OTHERM ICE IF NO OBJECTI	YOUR CLAIM OR ANY PROV RMATION AT LEAST SEVEN VISE ORDERED BY THE COU ON TO CONFIRMATION IS FIL OF OF CLAIM IN ORDER TO E	(7) DAYS BEFORE IRT. THE COURT .ED. SEE BANKRU	THE DATE SET FO MAY CONFIRM TH PTCY RULE 3015.
	includes each o	of the following is		Debtor(s) must check one bo ded" box is unchecked or bo n.		
payment of	the amount of any or no payment to such limit)	claim or arreara to the secured to	ges set out in Part creditor (a separa	3, which may result in a partia te action will be required to	o Included	Not Included
	•		y, nonpurchase-mo I to effectuate such	ney security interest, set out i limit)	in _ Included	Not Included
3 Nonstanda	rd provisions, set	out in Part 9			○ Included	Not Included
art 2: Plai	n Payments and	Length of Plan	1			
Total amount of	make regular payr of \$ <u>565.00</u>		tee: a remaining plan ter	m of <u>29</u> months shall be pa	aid to the trustee fro	m future earnings a
follows:	By Income Attach	nment Directly b	y Debtor	By Automated Bank Transfe	r	
Payments	-	•		,		
•	\$565.00		\$0.00	\$0.00		
D#1 D#2	\$565.00 \$0.00		\$0.00	\$0.00		

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2.2	Additional payments:							
	Unpaid Filing Fees. available funds.	The balance of \$ 310	shal	l be fully paid b	y the Trustee to	the Clerk of	the Bankrupto	y Court from the firs
	Check one.							
	None. If "None" is ch	ecked, the rest of Secti	on 2.2 need not b	e completed or	reproduced.			
		ake additional payme each anticipated payme		ee from other s	sources, as spe	cified below	. Describe the	e source, estimated
2.3	The total amount to be				by the trustee b	ased on the	e total amour	nt of plan payment
Par		Secured Claims						
3.1	Maintenance of paymen	ts and cure of default	, if any, on Long-	Term Continui	ng Debts.			
	Check one.							
	None. If "None" is ch	ecked, the rest of Secti	on 3.1 need not b	e completed or	reproduced.			
	the applicable contract arrearage on a listed ordered as to any item	intain the current contr ct and noticed in confo claim will be paid in t m of collateral listed in ill cease, and all secure	rmity with any app full through disbur this paragraph, th	plicable rules. The sements by the len, unless other	These payments e trustee, withou erwise ordered by	will be disbut interest. If the court, a	ursed by the to f relief from the all payments u	rustee. Any existing ne automatic stay is
	Name of creditor	Col	lateral		Current installm paymen (including	ent a	Amount of arrearage (if any)	Start date (MM/YYYY)
					\$	0.00	\$0.00	
	Insert additional claims as	needed.						
3.2	Request for valuation of security, payment of fully secured claims, and modification of undersecured claims.							
	Check one.							
	None. If "None" is ch	ecked, the rest of Sect	on 3.2 need not b	e completed or	reproduced.			
	The remainder of the	is paragraph will be e	ffective only if th	e applicable bo	ox in Part 1 of th	nis plan is c	hecked.	
	The debtor(s) will required below.	uest, by filing a separ a	ate adversary pro	oceeding , that t	he court determi	ne the value	of the secure	d claims listed
	For each secured claim listed below, the debtor(s) state that the value of the secured claims should be as set out in the column headed Amount of secured claim. For each listed claim, the value of the secured claim will be paid in full with interest at the rate stated below.							
	The portion of any allower amount of a creditor's se unsecured claim under Pa	cured claim is listed be	elow as having no	o value, the cre	editor's allowed of	claim will be	treated in its	
	Name of creditor	Estimated amount of creditor's total claim (See Para. 8.7 below)	Collateral	Value of collateral	Amount of claims senior to creditor's claim	Amount of secured claim	Interest rate	Monthly payment to creditor
		\$0.00		\$0.00	\$0.00	\$0.00	0%	\$0.00

Insert additional claims as needed.

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3.3	Secured claims excluded from 11		. ago o o					
	Check one.							
	None. If "None" is checked, the	rest of Section 3.3 need not be co	mpleted or reproduced.					
	The claims listed below were eit	her:						
	(1) Incurred within 910 days before tuse of the debtor(s), or	the petition date and secured by a	purchase money security	interest in a motor	vehicle acquired for personal			
	(2) Incurred within one (1) year of th	e petition date and secured by a p	urchase money security ir	iterest in any other	thing of value.			
	These claims will be paid in full unde	r the plan with interest at the rate	stated below. These paym	ents will be disburs	sed by the trustee.			
	Name of creditor	Collateral	Amount of cla	nim Interest rate	Monthly payment to creditor			
			\$0.00	0%	\$0.00			
	Insert additional claims as needed.							
3.4	Lien Avoidance.							
	Check one.							
	None. If "None" is checked, the rest of Section 3.4 need not be completed or reproduced. The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked.							
	The judicial liens or nonpossessory, nonpurchase-money security interests securing the claims listed below impair exemptions to which the debtor(s) would have been entitled under 11 U.S.C. § 522(b). The debtor(s) will request, <i>by filing a separate motion</i> , that the court order the avoidance of a judicial lien or security interest securing a claim listed below to the extent that it impairs such exemptions. The amount of any judicial lien or security interest that is avoided will be treated as an unsecured claim in Part 5 to the extent allowed. The amount, if any, of the judicial lien or security interest that is not avoided will be paid in full as a secured claim under the plan. See 11 U.S.C. § 522(f) and Bankruptcy Rule 4003(d). If more than one lien is to be avoided, provide the information separately for each lien.							
	Name of creditor	Collateral	Modified prir balance*	ncipal Interest rate	t Monthly payment or pro rata			
			\$0.0	0 0%	\$0.00			
	Insert additional claims as needed.							
	*If the lien will be wholly avoided, ins	ert \$0 for Modified principal baland	e.					
3.5	Surrender of Collateral.							
	Check one.							
	None. If "None" is checked, the rest of Section 3.5 need not be completed or reproduced.							
	confirmation of this plan the stay	to each creditor listed below the or y under 11 U.S.C. § 362(a) be term ny allowed unsecured claim resulti	minated as to the collatera	al only and that the	stay under 11 U.S.C. § 1301			
	Name of creditor		Collateral					
	Statebridge Company, LLC		143 Castle Drive Pittsburgh, PA 15235					

143 Castle Drive Pittsburgh, PA 15235 Municipality of Penn Hills Credit Acceptance 2005 Ford Explorer

Insert additional claims as needed.

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3.6 Secured tax claims.

Name of taxing authority	Total amount of claim	Type of tax	Interest rate*	Identifying number(s) if collateral is real estate	Tax periods
	\$0.00		0%		

Insert additional claims as needed.

* The secured tax claims of the Internal Revenue Service, Commonwealth of Pennsylvania, and any other tax claimants shall bear interest at the statutory rate in effect as of the date of confirmation.

Part 4:

Treatment of Fees and Priority Claims

4.1 General.

Trustee's fees and all allowed priority claims, including Domestic Support Obligations other than those treated in Section 4.5, will be paid in full without postpetition interest.

4.2 Trustee's fees.

Trustee's fees are governed by statute and may change during the course of the case. The trustee shall compute the trustee's percentage fees and publish the prevailing rates on the court's website for the prior five years. It is incumbent upon the debtor(s)' attorney or debtor (if *pro se*) and the trustee to monitor any change in the percentage fees to insure that the plan is adequately funded.

4.3 Attorney's fees.

Attorney's fees are payable to Thompson Law Group	In addition to a retainer of \$500	(of which \$0	was a
payment to reimburse costs advanced and/or a no-look costs deposit	t) already paid by or on behalf of the de	btor, the amount of \$3500	is
to be paid at the rate of \$ <u>250</u> per month. Including any retain	ner paid, a total of \$ <u>13,682.92</u> in fees	and costs reimbursement	has been
approved by the court to date, based on a combination of the n	o-look fee and costs deposit and pre	viously approved applicati	ion(s) for
compensation above the no-look fee. An additional \$ 1,500.00 w	vill be sought through a fee application	to be filed and approved be	efore any
additional amount will be paid through the plan, and this plan contai	ins sufficient funding to pay that addition	nal amount, without dimini	shing the
amounts required to be paid under this plan to holders of allowed unse	ecured claims.		
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Check here if a no-look fee in the amount provided for in Local Bankruptcy Rule 9020-7(c) is being requested for services rendered to the debtor(s) through participation in the bankruptcy court's Loss Mitigation Program (do not include the no-look fee in the total amount of compensation requested, above).

4.4 Priority claims not treated elsewhere in Part 4.

None. If "None" is checked, the rest of Section 4.4 need not be completed or reproduced.

Name of creditor	Total amount of claim	Interest rate (0% if blank)	Statute providing priority status
	\$0.00	0%	

Insert additional claims as needed.

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4.5	Priority Domestic Su	pport Obligations not assig	ned or owed to a governmental unit.
-----	-----------------------------	-----------------------------	-------------------------------------

	If the debtor(s) is/are currently paying Domesti debtor(s) expressly agrees to continue paying ar				
	Check here if this payment is for prepetition	arrearages only.			
	Name of creditor (specify the actual payee, e.g SCDU)	. PA Description		Claim	Monthly payment or pro rata
				\$0.00	\$0.00
	Insert additional claims as needed.				
.6	Domestic Support Obligations assigned or or Check one.	wed to a governmental เ	unit and paid less tha	ın full amount.	
	None. If "None" is checked, the rest of Sec	tion 4.6 need not be com	pleted or reproduced.		
	The allowed priority claims listed below a governmental unit and will be paid less the payments in Section 2.1 be for a term of 60	an the full amount of th	ne claim under 11 U.S		
	Name of creditor		Amount of claim to	be paid	
				\$0.00	
	Insert additional claims as needed.		_		
.7	Priority unsecured tax claims paid in full.				
	Name of taxing authority	Total amount of claim	Type of tax	Interest rate (0% i blank)	Tax periods f
	Penn Hills SD & Municipality	\$4,415.30	EIT	0%	2005-2010
	Insert additional claims as needed.	-			

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Part 5:

Insert additional claims as needed.

Treatment of Nonpriority Unsecured Claims

5.1	Nonpriority unsecured claims not separately cla	assified.			
	Debtor(s) ESTIMATE(S) that a total of \$0	_ will be available for disti	ribution to nonpriority unsec	cured creditors.	
	Debtor(s) ACKNOWLEDGE(S) that a MINIMUM of alternative test for confirmation set forth in 11 U.S.C	·	oaid to nonpriority unsecur	ed creditors to comply with	n the liquidation
	The total pool of funds estimated above is NOT available for payment to these creditors under the percentage of payment to general unsecured credi of allowed claims. Late-filed claims will not be paid pro-rata unless an objection has been filed within the included in this class.	plan base will be determing tors is 0%. The unless all timely filed clai	ned only after audit of the percentage of payment of me have been paid in full.	olan at time of completion may change, based upon t Thereafter, all late-filed cla	The estimated the total amound tims will be paid
5.2	Maintenance of payments and cure of any defau	ult on nonpriority unsecu	ured claims.		
	Check one.				
	None. If "None" is checked, the rest of Section	5.2 need not be complete	ed or reproduced.		
The debtor(s) will maintain the contractual installment payments and cure any default in payments on the unsecured claims listed below which the last payment is due after the final plan payment. These payments will be disbursed by the trustee. The claim for the arrear amount will be paid in full as specified below and disbursed by the trustee.					
	Name of creditor	Current installment payment	Amount of arrearage to be paid on the claim	Estimated total payments by trustee	Payment beginning date (MM/ YYYY)
		\$0.00	\$0.00	\$0.00	
	Insert additional claims as needed.	-			
5.3	Postpetition utility monthly payments.				
	ent. These payments consecurity deposits. The clair e, the debtor(s) will be recty may require additional	m payment will quired to file an			
	Name of creditor	Monthly pay	ment Postpetit	ion account number	
		9	\$0.00		

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	Other separately classified	•								
	Check one. None. If "None" is checked, the rest of Section 5.4 need not be completed or reproduced.									
	The allowed nonpriority unsecured claims listed below are separately classified and will be treated as follows:									
	Name of creditor	Basis for separate cla treatment	ssification and	sification and Amount of arrearag to be paid		stimated total ayments v trustee				
				\$0.00	0%	\$0.00				
	Insert additional claims as nee	eded.								
Par	rt 6: Executory Contra	cts and Unexpired Leases								
6.1		d unexpired leases listed below are a	ssumed and will	be treated as specifi	ed. All other exe	cutory contracts				
	and unexpired leases are re	jectea.								
	Check one.									
	None. If "None" is checked, the rest of Section 6.1 need not be completed or reproduced.									
	Assumed items. Currer trustee.	nt installment payments will be disk	oursed by the tru	ustee. Arrearage pa	yments will be d	isbursed by the				
	Name of creditor									
	Name of Creditor	Description of leased property or executory contract	Current installment payment	Amount of arrearage to be paid	Estimated tota payments by trustee	Payment beginning date (MM/ YYYY)				
	Name of Creditor		installment	arrearage to be	payments by	beginning date (MM/				
	Insert additional claims as nee	executory contract	installment payment	arrearage to be paid	payments by trustee	beginning date (MM/				

- 8.1 This is the voluntary chapter 13 reorganization plan of the debtor(s). The debtor(s) understand and agree(s) that the chapter 13 plan may be extended as necessary by the trustee (up to any period permitted by applicable law) to insure that the goals of the plan have been achieved. Notwithstanding any statement by the trustee's office concerning amounts needed to fund a plan, the adequacy of plan funding in order to meet the plan goals remains the sole responsibility of debtor(s) and debtor(s)' attorney. It shall be the responsibility of the debtor(s) and debtor(s)' attorney to monitor the plan to ensure that the plan remains adequately funded during its entire term.
- 8.2 Prior to the meeting of creditors, the debtor(s) shall comply with the tax return filing requirements of 11 U.S.C § 1308 and provide the trustee with documentation of such compliance by the time of the meeting. Debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the information needed for the trustee to comply with the requirements of 11 U.S.C. § 1302 as to the notification to be given to Domestic Support Obligation creditors, and debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the calculations relied upon to determine the debtor(s)' current monthly income and disposable income.
- 8.3 The debtor(s) shall have a duty to inform the trustee of any assets acquired while the chapter 13 case is pending, such as insurance proceeds, recovery on any lawsuit or claims for personal injury or property damage, lottery winnings, or inheritances. The debtor(s) must obtain prior court approval before entering into any postpetition financing or borrowing of any kind, and before selling any assets.

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- **8.4** Unless otherwise stated in this plan or permitted by a court order, all claims or debts provided for by the plan to receive a distribution shall be paid by and through the trustee.
- **8.5** Percentage fees to the trustee are paid on receipts of plan payments at the rate fixed by the United States Trustee. The trustee has the discretion to adjust, interpret, and implement the distribution schedule to carry out the plan, provided that, to the extent the trustee seeks a material modification of this plan or its contemplated distribution schedule, the trustee must seek and obtain prior authorization of the court. The trustee shall follow this standard plan form sequence unless otherwise ordered by the court:

Level One: Unpaid filing fees.

Level Two: Secured claims and lease payments entitled to 11 U.S.C. § 1326(a)(1)(C) pre-confirmation adequate protection payments.

Level Three: Monthly ongoing mortgage payments, ongoing vehicle and lease payments, installments on professional fees, and

postpetition utility claims.

Level Four: Priority Domestic Support Obligations.

Level Five: Mortgage arrears, secured taxes, rental arrears, vehicle payment arrears.

Level Six: All remaining secured, priority and specially classified claims, and miscellaneous secured arrears.

Level Seven: Allowed nonpriority unsecured claims.

Level Eight: Untimely filed nonpriority unsecured claims for which an objection has not been filed.

- 8.6 As a condition to the debtor(s)' eligibility to receive a discharge upon successful completion of the plan, debtor(s)' attorney or debtor(s) (if pro se) shall file Local Bankruptcy Form 24 (Debtor's Certification of Discharge Eligibility) with the court within forty-five (45) days after making the final plan payment.
- 8.7 The provisions for payment to secured, priority, and specially classified unsecured creditors in this plan shall constitute claims in accordance with Bankruptcy Rule 3004. Proofs of claim by the trustee will not be required. In the absence of a contrary timely filed proof of claim, the amounts stated in the plan for each claim are controlling. The clerk shall be entitled to rely on the accuracy of the information contained in this plan with regard to each claim. Unless otherwise ordered by the court, if a secured, priority, or specially classified creditor timely files its own claim, then the creditor's claim shall govern, provided the debtor(s) and debtor(s)' attorney have been given notice and an opportunity to object. The trustee is authorized, without prior notice, to pay claims exceeding the amount provided in the plan by not more than \$250.
- 8.8 Any creditor whose secured claim is not modified by this plan and subsequent order of court shall retain its lien.
- 8.9 Any creditor whose secured claim is modified or whose lien is reduced by the plan shall retain its lien until the underlying debt is discharged under 11 U.S.C. § 1328 or until it has been paid the full amount to which it is entitled under applicable nonbankruptcy law, whichever occurs earlier. Upon payment in accordance with these terms and entry of a discharge order, the modified lien will terminate and be released. The creditor shall promptly cause all mortgages, liens, and security interests encumbering the collateral to be satisfied, discharged, and released.
- 8.10 The provisions of Sections 8.8 and 8.9 will also apply to allowed secured, priority, and specially classified unsecured claims filed after the bar date. LATE-FILED CLAIMS NOT PROPERLY SERVED ON THE TRUSTEE AND THE DEBTOR(S)' ATTORNEY OR DEBTOR(S) (IF PRO SE) WILL NOT BE PAID. The responsibility for reviewing the claims and objecting where appropriate is placed upon the debtor(s).

Part 9: Nonstandard Plan Provisions

9.1 Check "None" or List Nonstandard Plan Provisions.

None. If "None" is checked, the rest of part 9 need not be completed or reproduced.

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

The following plan provisions will be effective only if the applicable box in Part 1 is checked. Any provision set forth herein is subject to court approval after notice and a hearing upon the filing of an appropriate motion.

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Part 10: S

Signatures

10.1 Signatures of Debtor(s) and Debtor(s)' Attorney.

If the debtor(s) do not have an attorney, the debtor(s) must sign below; otherwise the debtor(s)' signatures are optional. The attorney for the debtor(s), if any, must sign below.

By signing this plan the undersigned, as debtor(s)' attorney or the debtor(s) (if pro se), certify(ies) that I/we have reviewed any prior confirmed plan(s), order(s) confirming prior plan(s), proofs of claim filed with the court by creditors, and any orders of court affecting the amount(s) or treatment of any creditor claims, and except as modified herein, this proposed plan conforms to and is consistent with all such prior plans, orders, and claims. False certifications shall subject the signatories to sanctions under Bankruptcy Rule 9011.

By filing this document, debtor(s)' attorney or debtor(s) (if pro se), also certify(ies) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in the standard chapter 13 plan form adopted for use by the United States Bankruptcy Court for the Western District of Pennsylvania, other than any nonstandard provisions included in Part 9. It is further acknowledged that any deviation from the standard plan form shall not become operative unless it is specifically identified as a "nonstandard" term and is approved by the court in a separate order.

X Thomas C. Clowney	X	
Signature of Debtor 1	Signature of Debtor 2	
Executed onMar 20, 2018	Executed on	
MM/DD/YYYY	MM/DD/YYYY	
X Brian C. Thompson	DateMar 20, 2018	
Signature of debtor(s)' attorney	MM/DD/YYYY	